

**REMARKS**

This Reply under 37 C.F.R. §1.111 is being submitted in response to the outstanding Official Action mailed May 19, 2005. In view of the following remarks, reconsideration and allowance of this application is respectfully requested.

In the Official Action, the Examiner issued a Requirement for Information pursuant to 37 C.F.R. §1.105. Four separate requests were made.

In the first request, Applicant was asked to identify non-patent literature and U.S. and foreign patents and published applications related to the claimed invention that was used to design around or provide a solution to accomplish an inventive result. However, there are no publications relied upon by Applicant to accomplish the presently claimed invention.

Instead, the presently claimed invention is the product of Applicant's 30 years of real estate experience and the receipt of an offer from a cellular communications company to lease a cell tower location on his property. During the process of negotiation, Applicant contacted other property owners who had leased cell tower sites to cellular communication companies to compare the offer he received to the typical lease transaction in order to make an informed evaluation of the offer. It was through this evaluation process, in which Applicant learned of the typical consideration paid across a network, that Applicant devised from his 30 years of experience the invention as presently claimed as a means for cellular communications companies to significantly reduce their operating (Reduced Rent). While it did not directly lead to the claimed invention, a copy of the lease agreement is attached.

In the second request, Applicant was asked to supply a working prototype of the invention and identify if the invention is currently available commercially. Presently, the invention is not commercially available. Submitted herewith is a CD containing a spreadsheet macro through which the claimed inventive method can be implemented. This spreadsheet in particular is based on the actual lease agreement executed by Verizon and the Inventor after months of negotiating. The Verizon lease represents the old method. Based on data inputs

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supplied in the blue highlighted spaces the macro calculates the potential savings to a network operator, which serves as a starting point for devising a menu of consideration options for submission to a landowner and an appropriate lump sum payment to offer said land owner.

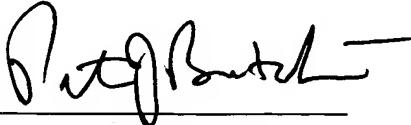
In the third request, Applicant was asked to identify trade names and providers of any products or services in competition with the invention. Applicant does not understand the intent of this question. Applicant is unaware of any providers of products or services that utilize the invention. Applicant is also unaware of any competing proposals being offered to cellular communications companies for reducing rent

In the fourth request, Applicant was asked to identify the true assignees of the current invention. The present invention is currently unassigned. Applicant is the sole owner of an undivided interest in the instant patent application.

In view of the foregoing remarks, this application is now in condition for Allowance. Reconsideration is respectfully requested. The Examiner is requested to telephone the undersigned if there are any remaining issues in this application to be resolved.

Finally, if there are any additional charges in connection with this response, the Examiner is authorized to charge applicants' Deposit Account No. 19-5425 therefore.

Respectfully submitted,



Peter J. Butch III  
Reg. No. 32,203

Dated: July 19, 2005

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Glen Gardner 2  
8/24/01

### LAND LEASE AGREEMENT

*December*

This Agreement, made this 21 day of September, 2001 between Nicholas Frattalone, an individual, with his mailing address located at P.O. Box 298, Hampton, New Jersey 08827, Social Security No. 061-46-2549, hereinafter designated LESSOR and Cellco Partnership, a Delaware corporation, d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 6 Lois Lane, Hampton, New Jersey and being described as an approximately 55' by 30' parcel containing approximately 1650 square feet, as shown on the Tax Map of the Borough of Hampton as Block 21, Lot 19 and being further described in Deed Book 1215 at Page 0405 as recorded in the Office of the Clerk of Hunterdon County, in its "AS-IS" condition without representations, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along Lois Lane, a twelve (12') private right-of-way, as described in Deed Book 395, Page 20, as recorded in the Office of the Clerk of Hunterdon County, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being shown on Exhibit "A" attached hereto and made a part hereof. All entry onto the Property by LESSEE, its agents, contractors, licensees, sublessees and invitees (sometimes hereinafter referred to as the "Lessee Related Parties") shall be at the sole risk and expense of LESSEE and the Lessee Related Parties. LESSEE shall, in connection with any entry onto the Property by LESSEE or the Lessee Related Parties, restore the Property as nearly as practicable to substantially the condition existing immediately prior to such entry and any work performed thereon.

In the event any public utility is unable to use the aforementioned right-of-way, LESSOR hereby agrees to grant a substitute right-of-way to LESSEE in a location reasonably satisfactory to LESSEE at no additional cost to LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof and shall control in the event of boundary and access discrepancies between it and Exhibit "A." All costs for such work shall be borne solely by LESSEE.

3. TERM. This Agreement shall be effective as of the date of execution by

both parties, provided, however, the initial term (the "Initial Term") shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due for the first year of the Agreement at an annual rental of Twenty Four Thousand Dollars (\$24,000.00), subject to adjustment for each and every subsequent year of the initial and any extension terms of the Agreement in accordance with paragraph 5 of this Agreement ("Base Rent"). Base Rent shall be reduced by fifteen (15%) percent per annum ("Adjusted Base Rent") each time a Co-Locator (as defined in paragraph 18 hereof) co-locates on the tower to be constructed by Lessee on the Property and commences paying rent in consideration of LESSEE'S agreement to promptly pay to LESSOR as additional rent the Additional Rent described in paragraph 18 hereof. Base Rent (or Adjusted Base Rent) and Additional Rent are sometimes hereinafter collectively referred to as "Rent."

All Rent shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Commencement Date is not the first day of a month, the Rent for the period commencing on the Commencement Date and ending on the last day of the month during which the Commencement Date occurs shall be apportioned and shall be paid on the first day of the month immediately following the month in which the Commencement Date occurs. In the event that LESSEE does not pay any monthly installment of Rent, or any other charge or sum of money required to be paid by it under this Agreement, within fifteen (15) days after notice from LESSOR that it is overdue, LESSEE shall pay a late charge in the sum of five (5%) percent of the amount overdue, which sum shall be immediately due and payable with the delinquent payment. Monthly payments shall be adjusted to reflect Adjusted Base Rent and Additional Rent as of the date a Co-Locator commences the payment of rent or other fees. Base Rent shall be increased by fifteen (15%) percent per annum each time a Co-Locator's sublease, license or other agreement with LESSEE expires or terminates.

The Commencement Date is defined as the later to occur of (i) the date this Agreement is executed by the Parties; or (ii) the date LESSEE is granted a building permit by the government agency charged with issuing such permits.

*Lessor*  
In the event LESSEE executes this Agreement on or before September 14, 2001, LESSEE shall be obligated to make a one time non-refundable payment to LESSOR in an amount equal to one month's Base Rent as a bonus for signing this Agreement within thirty (30) days after the date that this Agreement is fully executed by the parties.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms (each a "Renewal Term") unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of its intent to terminate at least six (6) months prior to the end of the then current term.

5. RENT ADJUSTMENTS. The Base Rent for the second (2<sup>nd</sup>) year of the Initial Term and each subsequent year of the Initial Term and any extension term of the Lease shall be equal to the greater of: (i) one hundred three percent (103%) of the total monthly rent in effect on the last day of the prior year; or (ii) the "Increased Rent" calculated in accordance with the following formula.

Increased Rent = (FR) + ((IR-IL)/IL X FR) Definitions:

FR is the total monthly rent in effect on the last day of the prior year.

IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the year for which rent is being adjusted commences.

IL is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which this Agreement commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics (CPI-W) of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average (1982-1984=100) or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of Increased Rent for each year of the term hereof shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the Property.

The following example illustrates the calculation of the rent adjustment in accordance with the foregoing formula:

Assume that the Commencement Date of the Agreement is November 1, 2001, the Consumer Price Index is 170 on August 1, 2001 and is 176 on August 1, 2002 and there has been no co-location.

Then the Increased Rent commencing November 1, 2002 would be calculated:

IL = 170

IR = 177

Increased Rent =  $(24,000) + \frac{177-170}{170} \times \$24,000 = \$988.24 = 24,988.24 \text{ per annum}$

The new monthly payment is \$2,082.35 per month.

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5<sup>th</sup>) five (5) year Renewal Term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such Renewal Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual Base Rent for each such additional five (5) year term shall be equal to one hundred fifteen (115%) percent of the annual Base Rent payable with respect to the immediately preceding five (5) year term.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating communications facilities and uses directly related and incidental thereto and all necessary appurtenances. Notwithstanding the foregoing, LESSEE agrees that it will not install satellite dish antennas on the Premises. A security fence consisting of chain link construction or similar but comparable construction shall be placed around the perimeter of the Premises (not including the access easement), provided that said fence is authorized by the Governmental Approvals obtained by LESSEE, as said term is defined in this paragraph. LESSEE agrees that it will incorporate said fence in the relevant application(s) for the approvals. All improvements shall be at LESSEE's sole expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSEE shall have the right to terminate this Agreement based on unsatisfactory soil boring tests within sixty (60) days after the date hereof, failing which LESSEE shall have waived its right to terminate this Agreement based on soil tests. LESSOR shall cooperate without cost to LESSOR with LESSEE in its effort to obtain such Governmental Approvals and shall take no action which would adversely affect the permitted use of the Premises by LESSEE. LESSEE shall act in good faith and use all diligence and its best efforts to obtain the Governmental Approvals that are or become necessary to the use of the Premises by LESSEE in accordance with this Agreement. In

the event that (i) any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority other than as a result of LESSEE'S violation of any of the requirements of such Governmental Approvals and despite LESSEE'S best efforts to obtain such Governmental Approvals and maintain the same in full force and effect so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes; or (ii) LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. If LESSEE terminates this Agreement pursuant to (i) of this paragraph, the termination date shall be sixty (60) days after LESSOR'S receipt of LESSEE'S termination notice. If LESSEE terminates this Agreement pursuant to (ii) of this paragraph, the termination date shall be three hundred sixty-five (365) days after LESSOR'S receipt of LESSEE'S termination notice. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money to each other, other than the payment of any rent due as of the date of termination and except for obligations that survive termination under the provisions of paragraph 30 hereof.

LESSEE shall be responsible for all costs and expenses of any kind whatsoever, arising from or in connection with the installation and operation of the communications facility on the Premises.

8. INDEMNIFICATION. Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property or the means of access to the Premises or Property by the Party, its servants, agents, employees, invitees or contractors excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants, agents, employees, invitees or contractors. LESSEE further agrees to indemnify, defend and hold LESSOR harmless from and against any and all claims, liability, damages and costs (including reasonable attorneys' fees) arising out of or alleged to have arisen out of the LESSEE's or the Lessee Related Parties' construction, use, operation and maintenance of communications equipment on the Property. Notwithstanding the foregoing, LESSOR shall not be liable personally for any obligation to LESSEE arising under this paragraph and the Parties agree that LESSEE's right to recover from LESSOR under this paragraph shall be limited to the proceeds of applicable insurance required to be maintained by LESSOR pursuant to paragraph 9 of this Agreement. Neither party shall be liable to the other party for consequential damages under this Agreement. The terms of this paragraph shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the

improvements on the Property, resulting from an fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Prior to the Commencement Date, each party shall provide the other with a copy of a certificate of insurance evidencing that the required insurance coverage is in effect. LESSEE'S policies of insurance pertaining to the Property shall name LESSOR as an additional insured and shall provide that the insurance coverage will not be terminated, cancelled or modified without at least thirty (30) days' prior written notice to LESSEE. If the rate of any insurance held by LESSOR shall increase due to LESSEE'S operations at or use of the Property, LESSEE shall reimburse LESSOR promptly upon demand for such increase in insurance premiums, provided that LESSOR provides LESSEE with written notice of the increase and reasonable proof that such increase is due to LESSEE'S operations at or use of the Property. Notwithstanding the foregoing, in the event that LESSEE is responsible for any increase in the rate of insurance under any insurance policy held by LESSEE, LESSEE shall have the right, but not the obligation, upon prior notice to LESSOR, to obtain, on LESSOR'S behalf, a substitute policy of insurance with the same coverage and upon substantially the same terms as LESSEE'S policy of insurance if such a policy is available to LESSEE at premiums that are less than the premiums being paid by LESSEE under its policy of insurance. In such event, LESSOR shall be responsible to pay toward the cost of the new policy the lesser of (i) the amount of the premiums paid under the prior policy; or (ii) the total amount of the premiums for such new policy, and LESSEE shall be responsible for the balance of the premiums due, if any, for such new policy. Notwithstanding anything to the contrary set forth herein, LESSEE agrees that it shall be unconditionally responsible to repair any damage to the Property arising out of the use and occupancy of the Premises or the Property or the means of access to the Premises or Property by the LESSEE, its servants, agents, employees, invitees, or contractors excepting however, such claims or damages as may be due to or caused by the acts or omissions of the LESSOR, or its servants, agents, employees, invitees or contractors.

#### 10. INTENTIONALLY DELETED.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that money damages will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right of specific enforcement as its sole remedy, that is, the right to pursue non-monetary

remedies for the violation of the provisions of this paragraph in a court of competent jurisdiction.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall within ninety (90) days, remove its building(s), antenna structure(s), footings to the extent of three (3) feet below grade, fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If the time for removal or any other reason causes LESSEE to remain on the Premises after the expiration or earlier termination of this Agreement or fail to fulfill the conditions (1) through (3) set forth in paragraph 30 hereof prior to such date, LESSEE shall be a tenant at sufferance and pay rent at a rate equal to two hundred (200%) percent of the Rent in effect immediately prior to the expiration or earlier termination of this Agreement, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed and the conditions (1) through (3) set forth in paragraph 30 hereof are fulfilled.

13. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell or transfer all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale or transfer by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

14. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises, without hindrance by LESSOR or anyone claiming through LESSOR.

15. TITLE. LESSOR covenants that, to the best of his knowledge, LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that, to the best of his knowledge, there are no other liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

16. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in

writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

17. GOVERNING LAW. This Agreement and the performance thereof shall be governed, construed, and regulated by the laws of the State in which the Property is located.

18. ASSIGNMENT. A. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of LESSEE in the market defined by the Federal Communications Commission in which the Property is located, provided that LESSEE notifies LESSOR of such sale, assignment or transfer within thirty (30) days after its consummation. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld or delayed. Any consent by LESSOR to an assignment or other transfer shall not in any manner be construed to relieve LESSEE or any assignee from obtaining the consent in writing of LESSOR to any further assignment or other transfer, nor shall the same release or discharge LESSEE from any liability, past, present or future, under this Agreement, and LESSEE shall continue to be primarily liable in all respects hereunder.

B. LESSEE may sublease any portion of the Premises at its sole discretion, upon prior notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties thereto. The terms "sublease," "sublet," and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for co-location, whether it be a formal sublease, license or other agreement. A "Co-Locator" shall mean any party other than LESSEE who uses all or any portion of the Premises by way of sublease. All rights and responsibilities of LESSEE set forth in this Agreement shall be binding on any sublessee. Notwithstanding anything to the contrary herein, in no event may the rent payable by any Co-Locator under a sublease be less than Twenty-Four Thousand (\$24,000.00) Dollars per year.

In the event LESSEE subleases any portion of the Premises, in accordance with

this Agreement, any rental and other fees (other than fees paid to LESSEE as reimbursement for operating or construction expenses) paid by each and every Co-Locator shall be divided between LESSOR and LESSEE in the following manner: fifty (50%) percent to LESSOR (the "Additional Rent") and fifty (50%) percent to LESSEE. Any sublessee shall be instructed to pay the foregoing Additional Rent directly to LESSOR. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by the Co-Locator to LESSOR, and LESSEE shall have no liability to LESSOR for failure to sublet all or any part of the Premises to any or all potential Co-Locator(s). At LESSOR's request, LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, its Co-Locator and LESSOR to confirm the direct payment obligation from the Co-Locator to LESSOR, LESSOR's right to bring any action available to it at law or in equity for any failure by any Co-Locator to pay the amounts due to LESSOR hereunder, and to indicate LESSOR has been notified of the sublease. In the event of a termination, re-entry or dispossess by LESSOR or a surrender of this Lease by LESSEE following a sublease or license by LESSEE, LESSOR may, at LESSOR's option, take over all of the right, title and interest of LESSEE (as sublessor or licensor), under such sublease or license, and the subtenant or licensee shall, at LESSOR's option, attorn to LESSOR pursuant to the provisions of such sublease or license.

19. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Nicholas Frattalone  
PO Box 298  
Hampton, NJ 08827

with a  
copy to: Cole, Schotz, Meisel, Forman &  
Leonard, P.A.  
Court Plaza North  
25 Main Street  
Hackensack, NJ 07601  
Attn: Richard W. Abramson, Esq.

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

20. SUCCESSORS. This Agreement shall extend to and bind the heirs,

personal representatives successors and assigns of the Parties hereto.

21. SUBORDINATION AND NON-DISTURBANCE. This Agreement shall be subject and subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest on the Commencement Date or thereafter, LESSOR agrees to use diligent efforts to obtain and furnish to LESSEE a subordination, non-disturbance and attornment agreement on such holder's standard form. If LESSOR is unable to obtain and furnish to LESSEE a subordination, non-disturbance and attornment agreement within a reasonable period of time after the Commencement Date (in the case of a mortgage existing on the Commencement Date) or the date upon which a future mortgage is placed on the Premises, LESSEE shall have the right, but not the obligation, to directly contact any existing or future mortgagee to pursue the issuance of a subordination, non-disturbance and attornment agreement in its favor at its sole cost and expense. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property for which LESSEE does not have the benefit of a non-disturbance agreement where LESSEE'S leasehold estate is jeopardized, LESSEE may, at its sole option and without obligation, after thirty (30) days' prior notice to LESSOR and opportunity to cure, cure or correct LESSOR's default and upon doing so, LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement against the sums paid by LESSEE to cure or correct such defaults.

22. RECORDING. LESSOR agrees to execute a memorandum of this Lease Agreement upon LESSEE'S request therefor, which LESSEE may record at its expense with the appropriate recording officer; provided that at the time a request is made for the execution of a memorandum of lease, a separate discharge of memorandum shall be executed by the Parties in recordable form (the "Discharge"). Said Discharge shall be held in escrow by LESSOR'S attorney. Upon the expiration or earlier termination of this Agreement LESSOR'S attorney is hereby authorized and directed to date the Discharge as of the date of the expiration or earlier termination of this Agreement and record the Discharge with the applicable recording office. The date set forth in the memorandum of lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

23. DEFAULT. In the event there is a default by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the

nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the same within the time periods provided in this paragraph. Upon the default of LESSEE under this Agreement beyond the notice and cure periods set forth in this paragraph, LESSOR shall have all rights available to it at law and in equity including, without limitation, the right to evict LESSEE from the Property.

24. ENVIRONMENTAL.

A. (i) LESSOR will be responsible to comply with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to LESSOR'S use of the Property.

(ii) LESSEE will be responsible to comply with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to LESSEE'S use of the Property.

B. Each party shall hold the other harmless and indemnify such party from any expense, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages or otherwise) based upon the indemnifying party's breach of its representation contained in this paragraph.

25. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired by LESSEE within ninety (90) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operation at the Premises for more than ninety (90) consecutive days, then LESSEE may at all times following such fire or other casualty, provided LESSEE is then unable to resume its operations at the Premises, terminate this Lease upon fifteen (15) days' written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration

date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty if LESSEE is unable to conduct its operations at the Premises during such period.

26. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days' notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than ninety (90) consecutive days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to any taking of antennas, equipment, as well as its relocation costs (but not for the loss of its leasehold interest), provided that no claim for compensation by LESSEE may reduce LESSOR'S award for such taking. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

27. LESSOR'S LIMITED RIGHT OF FIRST REFUSAL. In the event that within a reasonable time after expiration or early termination of this Agreement for any reason, but in no event later than the date on which LESSEE would be obligated to remove its property from the Premises in accordance with paragraph 12 hereof, LESSEE receives a bona fide offer from a third party to purchase all or a portion its equipment and other personality used in connection with the Premises that LESSEE intends to accept, LESSEE shall give LESSOR written notice of such offer. Thereafter, LESSOR shall have a period of sixty (60) days within which to match said offer to purchase by giving notice to LESSEE in writing of its intention to purchase said property. If LESSOR matches said offer in writing, LESSOR shall have the right to purchase the property. However, in no event shall this provision require LESSEE to sell the property if it does not intend to accept a third party offer, and LESSEE shall retain the absolute right at any time to remove its property from the Premises in accordance with paragraph 12, except if LESSOR matches a third party offer as provided by this paragraph within the sixty (60) day period recited herein.

28. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of

this Lease.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations and shall comply with all valid and applicable laws, orders, ordinances and regulations of all governmental authorities which relate to LESSEE'S use and occupancy of the Property and its operations thereon. LESSOR agrees to comply with all valid and applicable, laws, rules and regulations relating to the ownership of the Property which are not LESSEE'S responsibility hereunder and further agrees to reasonably cooperate with LESSEE without cost to LESSOR regarding any compliance required by LESSEE in respect to its use of the Property.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provision of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration. Notwithstanding anything to the contrary set forth in this Agreement LESSEE's obligation to pay rent under this Agreement shall continue until such time as all of the following events have occurred: (1) the Agreement is terminated; (2) removal of LESSEE's building, antenna structure, fixtures and all personal property is completed in accordance with the terms of paragraph 12 of this Agreement; (3) the Property has been restored to its original condition, reasonable wear and tear excepted; and (4) the memorandum of lease has been canceled of record.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. UTILITIES. LESSEE shall be responsible to arrange for any utility service required for the Premises and LESSEE shall pay all charges for utilities used or consumed in or upon the Premises in a timely manner. LESSOR shall not be liable in damages or otherwise for any failure or interruption of utility service.

33. TAXES. If any increase to LESSOR'S real property taxes and/or assessments results from LESSEE'S improvements on the Property, then LESSEE shall promptly pay LESSOR, in advance, for such increase provided that, as a condition of LESSEE'S obligation to pay such tax or assessment increase, LESSOR provides LESSEE with documentation from the taxing authority or its agent indicating that the increase is due to LESSEE'S improvements. If LESSEE is responsible for the payment of any increase in real estate taxes and/or assessments pursuant to the preceding sentence and LESSOR fails to file a protest with the applicable taxing authority within thirty (30) days after LESSEE'S timely request to do so, LESSEE shall have the right, but not the obligation, to appeal such real estate taxes or assessment at its sole cost and expense,

provided that if LESSEE'S appeal results in an increase in LESSOR'S real estate taxes or any assessment LESSEE agrees to indemnify and hold LESSOR harmless for any increase in real estate taxes or assessment resulting from any appeal initiated by LESSEE.

34. ESTOPPEL. Upon the request of LESSOR, LESSEE will execute and deliver to LESSOR with thirty (30) days after LESSOR'S request therefor, a written estoppel containing such reasonable and customary certifications of LESSEE requested by LESSOR which is certified to LESSOR, any lender or purchaser.

35. BROKERS. LESSOR and LESSEE each acknowledge and represent to the other that no broker or person was used by it in connection with this transaction other than WFI ("Lessee's Broker"). If any claims, actions or proceedings are brought against either Party (the "Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other Party ("Indemnitor") in connection with this Agreement, that the Indemnitor shall indemnify, defend and hold harmless the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). LESSEE shall be solely responsible for paying any and all fees and costs due to Lessee's Broker in connection with this transaction. The provisions of this paragraph shall survive the termination of this Agreement.

36. DEFINITION OF LESSOR. The term "LESSOR" as used in this Agreement shall mean the owner or lessee for the time being of the property containing the Premises, and if such property or lease be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Agreement and it shall be deemed without further agreement between the Parties and their successors, that the purchaser on such sale or the lessee or assignee has assumed and agreed to carry out all covenants and obligations of LESSOR hereunder. If the Property is subdivided, the Property shall thereafter automatically be deemed, without any further action being required, to be that portion of the subdivision containing the Premises.

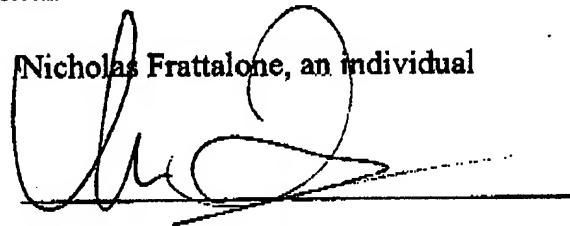
37. EXCULPATION. Notwithstanding anything to the contrary set forth in this Agreement, it is specifically understood and agreed by LESSEE that there shall be absolutely no personal liability on the part of LESSOR with respect to any of the terms, covenants and conditions of this Agreement, and that LESSEE shall look solely to the equity, if any, of LESSOR in and to the Premises for the satisfaction of each and every remedy of LESSEE in the event of any breach by LESSOR of any of the terms, covenants and conditions of this Agreement to be performed by LESSOR; such exculpation of personal liability to be absolute and without any exception whatsoever.

38. PREVAILING PARTY. In the event either Party shall employ attorneys to enforce any of the conditions of this Lease, or to enforce the other's covenants hereunder,

or any of its rights, remedies, privileges or options under this Agreement, or at law or in equity, the prevailing Party shall be entitled to reimbursement from the other of all costs and expenses incurred or paid by it in so doing, including, but not by way of limitation, all reasonable attorneys' fees and costs incurred or paid at any time or times in connection therewith, whether the matter is settled privately, or by arbitration, or by legal action at the trial court level and at any and all appellate court levels.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Nicholas Frattalone, an individual



WITNESS

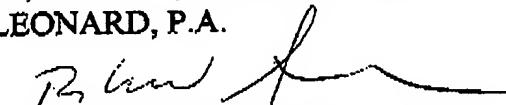
LESSEE: Celco Partnership  
d/b/a Verizon Wireless

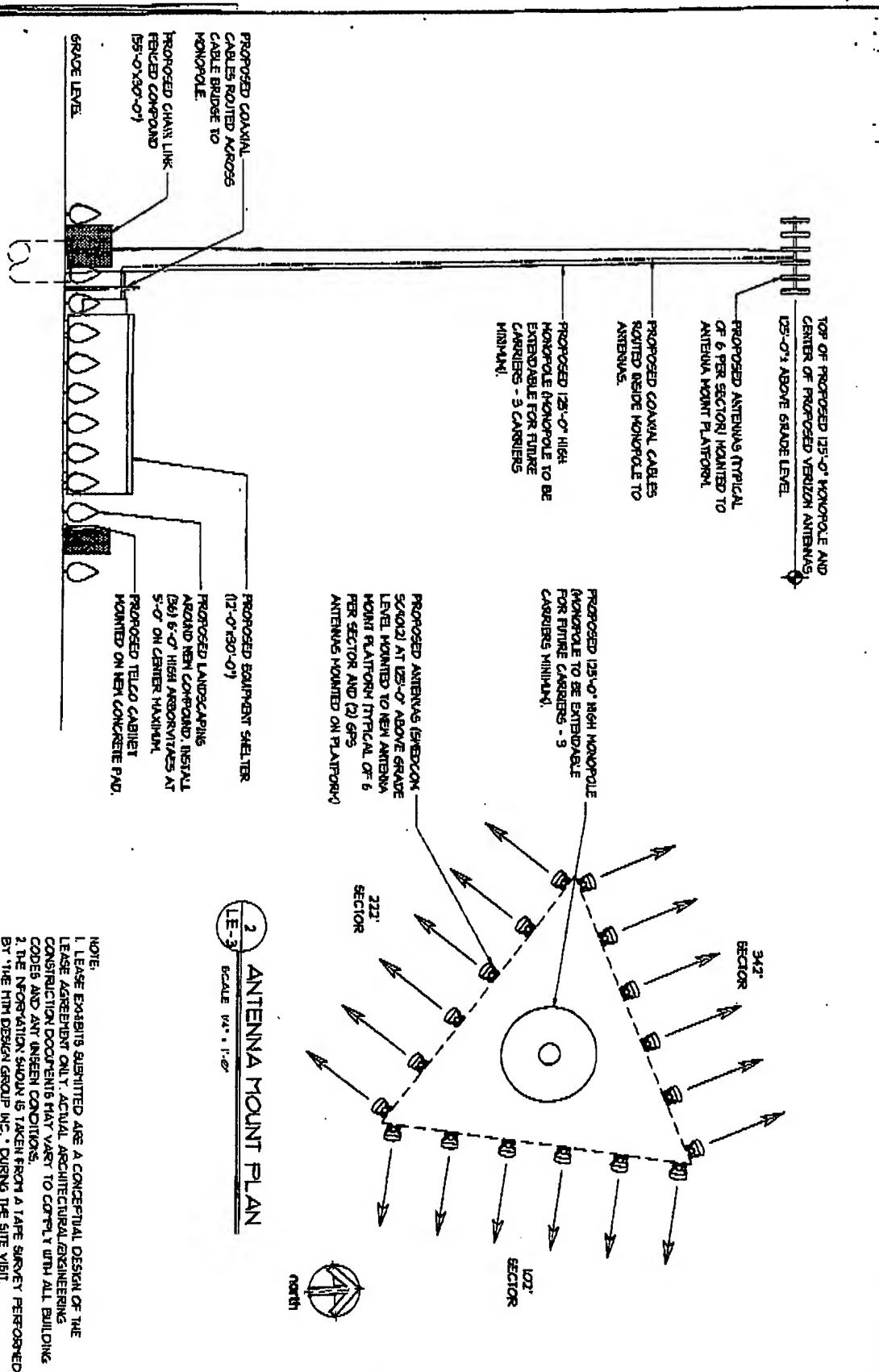
WITNESS

By:   
Richard J. Lynch  
Executive Vice President and  
Chief Technical Officer  
*12-21-01*

The undersigned hereby executes this Agreement solely for the purpose of acknowledging its agreement to hold the Discharge in escrow pursuant to Paragraph 22 hereof. The undersigned is not a party to this Agreement.

COLE, SCHOTZ, MEISEL, FORMAN  
& LEONARD, P.A.

By:   
Richard W. Abramson

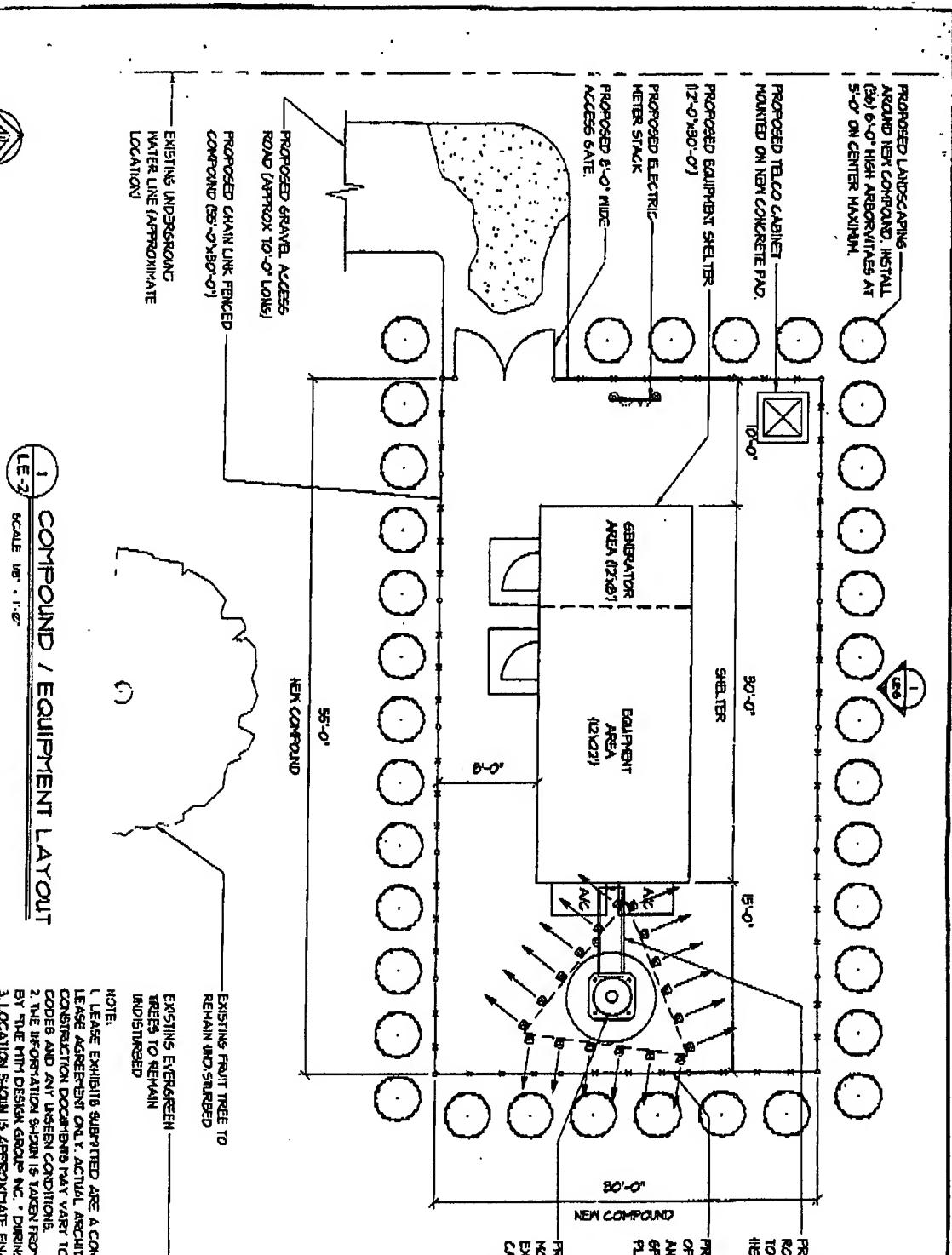


**NOTE:**  
1. LEASE ENTRIES SUBMITTED ARE A CONCEPTUAL DESIGN OF THE  
LEASE AGREEMENT ONLY. ACTUAL ARCHITECTURAL ENGINEERING  
CONSTRUCTION DOCUMENTS MAY VARY TO COMPLY WITH ALL BUILDING  
CODES AND ANY UNSEEN CONDITIONS.  
2. THE INFORMATION SHOWN IS TAKEN FROM A TAPE SURVEY PERFORMED  
BY THE HTM DESIGN GROUP INC. DURING THE SITE VISIT.  
3. LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION SHALL BE  
DETERMINED IN THE DESIGN PHASE.  
4. 24 / 1. ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.  
5. CONSTRUCTION DRAWINGS SIGN-OFF BY OWNER SHALL SUPERSEDE  
LEASE EXHIBIT.  
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO  
CONSTRUCTION DOCUMENT RELEASE.

RECEIVED  
FEB 19 1962  
GLEN GARDNER 2  
6 LOS LANE  
BOROUGH OF HAMPTON  
HUNTERDON COUNTY, NEW JERSEY



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LEASE EXHIBIT.  
6. ELECTRIC AND TELEPHONE SERVICES SHALL BE CONFIRMED PRIOR TO  
CONSTRUCTION DOCUMENT PHASE.

**6 LOIS LANE  
BOROUGH OF HAMPTON  
HUNTERDON COUNTY, NJ**

MR. GLEN GARDNER

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1979  
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**Low Manufacturing, LLC**  
12500 N. 100th Street  
Arlington Heights, IL 60005  
708-888-6241  
FAX: 708-888-6241

ARCHITECTURE  
ENGINEERING  
P. O. BOX 3  
8 WEST RICHARD STREET  
HAZEL, NEW JERSEY 07310

DESIGN INC.

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